



STATE OF IOWA
MASTER AGREEMENT
Contract Declaration and Execution

MA# 005 CTTSB0013XX

EFFECTIVE BEGIN DATE: 01-01-2008
EXPIRATION DATE: 11-30-2009
PAGE: 1 of 8

VENDOR:

Eagle Communications
115 S 21st St

Ft Dodge, IA 50501
USA

VENDOR CONTACT:

No Contact Specified

PHONE: 515 999-9999

EMAIL:

FOB

EXT:

ISSUER:

DAVID KAILI

PHONE: 515-281-4774

EMAIL: Dave.Kaili@iowa.gov

Contract For: CARTRIDGES REMANUFACTURED; extended due to tsb certification

Contract To Provide Targeted Small Business Purchases Which Total \$5000.00 Or Less Per Purchase Order For Remanufactured Cartridges Pursuant To Tsb Legislation. This Contract Shall Be Renewable Upon Tsb Recertification. Tsb Certification January 2004 Through December 2004 Prices Include Shipping To And From The Purchasing Agency. Return Ups Labels Are Included In Every Cartridge Box, However, We Will Pickup And Deliver Whenever Possible In The Des Moines/Ames Area. Please Find That All Cartridges Have A 100% Warranty As To The Performance. If You Experience A Defective Cartridge, It Will Be Replaced, "No Questions Asked". All Our Cartridges May Be Ordered Via Our Web-Page. The Retail Price On Our Web Page Is The Same As You Are Being Quoted On Contract, However There Will Be No Charge To The State Of Iowa For Shipping And Handling. Minimum Order: One Cartridge

RENEWAL OPTIONS

AUTHORIZED DEPARTMENT

ALL
SUB Political Sub-divisions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.)		AGENCY NAME	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
Address		Address	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hp Laser Jet Ii And Iii Replaces Hp 92295a Apple Laser Writer Series Ii, Plus Ii And M6000 Canon Lbp-Rx/Sx, Lbp-9 Mark Iii Genicom 6000, 6100 Hp Laser Jet Ii, Iid, Iii, Iiid Nec Silent Writer Ii Models 260 And 290 Qms Ps 810, 810 Turbo, 820 And 820 Turbo	\$39.950000 \$0.000000
2	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hp Laser Jet Iip/Iip Plus/ Iiip Replaces Hp 92275a Apple Laser Mol88, Ntr Apple Personal Laser Writer 4, Ls, Nt, Ntr And Sc Brother Series Hl-4 And Hl-6 Canon Lbp-4 Series, Lbp-Lx And P110 Dec Ln07 Hp Laser Jet Iip, Iip Plus And Iiip	\$49.950000 \$0.000000
3	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hp Laser Jet Iiisi/ 4si Replaces Hp 92291a Canon Lbp-Nx Genicom 9170 Hp Laser Jet Iiisi And 4si Qms Ps 1700 And Ps 1725 Siemens 4825	\$59.950000 \$0.000000
4	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hp Laser Jet 4/5 Replaces Hp 92298a Apple Laser Writer Pro 600, Pro 630 Canon Lbp-Ex, Lbp-8, Mark Iv, Lbp-860 Hp Laser Jet 4, 4m, 4 Plus, And 4m Plus Hp Laser Jet 5, 5m And 5n	\$53.950000 \$0.000000
5	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hp Laser Jet 4l/ 4p Replaces Hp 92274a Apple Personal Laser Writer 300/320 Canon Lbp-430, Lbp-Px, Lbp-Px11 Hp Laser Jet 4l/4ml/4p/4mp	\$49.950000 \$0.000000
6	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hp Laser Jet 4v/ 4m Replaces Hp C3900a Apple Laser Writer Select 350 Canon Lbp-Bx Genicom 9080, 9160 Hp Lser Jet 4v And 4mv Qms 860 And 1660 Series	\$74.950000 \$0.000000
7	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hp Laser Jet 5l/ 6l/ 3100 Replaces Hp C3906a Canon Lbp-460 Hp Laser Jet 5l Hp Laser Jet 3100 Hp Laser Jet 6l, 6se, 6xi	\$43.950000 \$0.000000
8	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hp Laser Jet 5p / 6p Replaces Hp C3903a Hp Laser Jet 5mp Hp Laser Jet 5p Hp Laser Jet 6mp Hp Laser Jet 6p	\$49.950000 \$0.000000



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9	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hp Laser Jet 5si/ 5si Mx/ 8000 Replaces Hp C3909a Hp Laser Jet 5si, 5si Mx, 8000 Ibm Network 24 And 24 Ps Lexmark Optra N Qms 2425	\$86.950000 \$0.000000
10	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hp Laser Jet 1100 Replaces Hp C4092a Hp Laser Jet 1100 Hp Laser Jet 1100se Hp Laser Jet 1100xi Hp Laser Jet 1100a Hp Laser Jet 1100 Ase Hp Laser Jet 1100axi	\$44.950000 \$0.000000
11	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hp Laser Jet 2100 Replaces Hp C4096a Hp Laser Jet 2100 Hp Laser Jet 2100m Hp Laser Jet 2100tn	\$57.950000 \$0.000000
12	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hp Laser Jet 4000/4050 Replaces Hp C4127x Hp Laser Jet 4000 Hp Laser Jet 4000n Hp Laser Jet 4000tn Canon Lbp-1760	\$73.950000 \$0.000000
13	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hp Laser Jet 5000 Replaces Hp C4129x Hp Laser Jet 5000 Hp Laser Jet 5000n Hp Laser Jet 5000gn	\$89.950000 \$0.000000
14	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hp Laser Jet 8100 Replaces Hp C4182x Hp Laser Jet 8100 Hp Laser Jet 8100n Hp Laser Jet 8100dn	\$109.950000 \$0.000000
15	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, Canon Remanufactured Canon Fx1 Fax MacHine Replaces Canon H11-6221-220 Canon Fax 9550 Canon Fax L700 Series L910, L3300 Utax Fax Lfb And Fl10	\$57.950000 \$0.000000
16	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, Canon Remanufactured Canon Fx2 Fax MacHine Replaces Canon H11-6321-220 Canon Fax 5000, L5000, L7000 Canon Laser Class 5000, 5500 Canon Laser Class 7000, 7500	\$57.950000 \$0.000000
17	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, IBM Remanufactured Ibm 4039 Replaces Lexmark P/N 1380850 Ibm 4039 And 4039 Plus Series Ibm 3912 And 3916 Series Unisys Ap9310, Ap9312, Ap9316	\$79.950000 \$0.000000



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18	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, IBM Remanufactured Ibm 4019 / 4029 Ibm/Lexmark Laser Printer Models 4019 4028, 4029, E, 5e, 6, 10 Series Ibm Win Writer 600	\$69.950000 \$0.000000
19	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, Lexmark Remanufactured Lexmark Optra L,R (Ibm 4049) Ibm 3112, 3116 Lexmark Optra R, L, R Plus And L Plus Series Lexmark 4039 10 Plus	\$79.950000 \$0.000000
20	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, Canon Remanufactured Canon Fx3 Fax MacHine Replaces Canon H11-6381-230 Canon Fax L4000, L4000 Ifk L4500if Canon Multi Pass L6000	\$57.950000 \$0.000000
21	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, Canon Remanufactured Canon Fx4 Fax MacHine Replaces Canon H11-6401-220 Canon Fax Laser Class 8500, 9000, 9500 Canon Fax Laser Class 9000s, 9000ms, 9500s, 9500ms	\$57.950000 \$0.000000
22	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, Canon Remanufactured Canon Fx-6 Fax MacHine Canon Business Facsimile Laser Class 3170/3175	\$69.950000 \$0.000000
23	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, Lexmark Remanufactured Lexmark Optra S 4059	\$79.950000 \$0.000000
24	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, Lexmark Remanufactured Lexmark Optra T 610, 612, 612n, 614, 614n, 616	\$99.950000 \$0.000000
25	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hewlett Packard 4500/4550 Black Hp Color Laserjet #Hpc4191a 4500, 4500n, 4500dn, 4550, 4550n, 4550dn Canon C Lbp-460	\$59.950000 \$0.000000
26	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hewlett Packard 4500/4550 Cyan Hp Color Laserjet #Hpc4192a 4500, 4500n, 4500dn, 4550, 4550n, 4550dn Canon C Lbp-460	\$79.950000 \$0.000000



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27	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hewlett Packard 4500/4550 Magenta Hp Color Laserjet #Hpc4193a 4500, 4500n, 4500dn, 4550, 4550n, 4550dn Canon C Lbp-460	\$79.950000 \$0.000000
28	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hewlett Packard 4500/4550 Yellow Hp Color Laserjet #Hpc4194a 4500, 4500n, 4500dn, 4550, 4550n, 4550dn Canon C Lbp-460	\$79.950000 \$0.000000
29	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hewlett Packard Hp 1200 (C7115a) Hewlett Packard Laserjet Printers 1200, 1220 (Hy-Yield)	\$45.950000 \$0.000000
30	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hewlett Packard Inkjet Cartridge Hp 51645a (Black)	\$18.500000 \$0.000000
31	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hewlett Packard Inkjet Cartridge Hp 51626a (Black)	\$16.000000 \$0.000000
32	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hewlett Packard Inkjet Cartridge Hp 51629a (Black)	\$16.000000 \$0.000000
33	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hewlett Packard Inkjet Cartridge Hp C6615a (#15) Black	\$18.500000 \$0.000000
34	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hewlett Packard Inkjet Cartridge Hp 51640a (Black) Hp Printer 1200, 1200c/Ps	\$17.500000 \$0.000000
35	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hewlett Packard Inkjet Cartridge Hp C6614a (#20) Black Hp Deskjet Printers 630, 632, 640c, 642c 648c, 610cl, 612c	\$16.000000 \$0.000000
36	0.00000	EA	20772 Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, Canon Remanufactured Canon Inkjet Cartridge Canon Bc-20 Canon Bubblejet Printers 740, 2000,	\$19.950000 \$0.000000



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			2010 2110, 4000, 4100, 4200, 4300, 4400, 4550	
37	0.00000	EA	20772	\$16.000000 \$0.000000
			Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, Canon Remanufactured Canon Inkjet Cartridge Canon Bc-02 Canon Bubblejet Printers 100, 200, 200e, 200ex, 210, 230, 240, 250, 1000 Canon Plain Paper Faxsimile 140, 150, 160, 170, 340, 360, Multipass 1000, 360if	
38	0.00000	EA	20772	\$16.000000 \$0.000000
			Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, Canon Remanufactured Canon Facsimile Cartridge Canon Bx-3 Canon Facsimiles B540, B550, B600, B640 Multipass 800	
39	0.00000	EA	20772	\$89.950000 \$0.000000
			Printer Accessories and Supplies: Chemicals, Forms Tractors, Cartridges, HP Remanufactured Hewlett Packard Laserjet 4100 For Laserjet C8061x Replaces Hp Laserjet C8061x Hplaserjet 4100	
40	0.00000		20772	\$0.000000 \$0.000000
			Printer Accessories and Supplies: Chemicals, Forms Tractors, Miscellaneous Items On Contract	



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TERMS AND CONDITIONS**Incorporation**

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless



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the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

N30

NET 30 DAYS